



REQUEST TO LEASE SPACE
State Form 202 (R5 / 8 - 01)

Instructions: Please type or print all information.
Please include any necessary attachments.
After signature of your Agency Personnel,
please forward to the Indiana Department
of Administration (IDOA), Leasing Section.

Type of request: ☒ New Lease ☐ Re-Negotiation ☐ Renewal ☐ Amendment

A. CURRENT STATUS

Current date (month, day year): 2/29/07 Name of requesting agency/division: Attorney General

Current address (number and street, city, state, ZIP code):

Current square footage: Current square foot lease rate: Does this rate include all utilities and services: ☐ Yes ☐ No

List additional expenses, if any:

Current Executive Order 99-04 category: Current expiration date:

B. WHAT ARE YOU REQUESTING?

Desired square footage (if office space and in excess of 200 square feet per person guideline, attach a copy of a complete space justification formulary. If storage space, explain how you determined the square footage needed.):

850 sqft.

Desired term (if in excess of 4 years, attach a written request and justification): 1 yr.

Projected rental rate: \$575 per/mo Projected annual additional rental costs (utilities, janitorial, operating expenses, etc.): \$360 per/yr in utilities

Projected one-time expenses for such items as systems furniture, telephone/data, tenant improvements to be paid for by your agency: \$1,000 Furniture

Projected move costs: \$575 Projected Total cost: \$8,475.00

Number of parking spaces needed: 2+ Projected move date:

If you have already identified space, please attach an explanation as to how the property was identified, a 203 (Proposal for Leasing Space) with all relevant information including whether it's located in an area covered by Executive Order 99-04.

C. STAFFING INFORMATION

Number of full-time employees and classifications: 2-4 employees; professional

Number of part-time employees and classifications:

Number of any other type of employees working out of your office and their titles:

D. APPROVAL

Agency Budget: Date (month, day, year): Agency Leasing: Paul C. Emling Date (month, day, year): 3-15-07

IDOA, Leasing: [Signature] Date (month, day, year): 3-19-07



PROPOSAL FOR LEASING SPACE

State Form 203 (R3 / 8-01)

Please print or type all information.
May use attachments if necessary.

Type of space:

- ☐ Office
☐ Warehouse
☐ Other _____

SECTION 1 - INFORMATION ON THE PROPOSED LANDLORD

Name of proposed landlord

Nicholas F. Sommer

Address (number and street, city, state, ZIP code)

326 W. U.S. Hwy. 30, Suite A, Valparaiso, IN 46385

Name of contact person

Same as above

Telephone number

219-462-2090 x213

SECTION 2 - INFORMATION ABOUT PROPOSED PROPERTY

Address of proposed property (number and street, city, county, state, ZIP code)

360 S. Garfield Ave, Valparaiso, IN

Is the property a multi tenant or single tenant building?

Multi tenant

Is the property ADA compliant?

Yes

What type of construction is the building?

Brick

Age of the building

40 years

Total rentable square feet within the building

218,000 sq. ft.

Square feet available for lease

850 sq. ft.

SECTION 3 - PROPOSAL

Amount of square feet proposed to lease

850 sq. ft.

Proposed commencement date

2/14/07

Cost per square foot

\$18.00

Cost per square foot includes:

Parking

☒ Yes ☐ No

If Yes, how many and where located

1-2 spaces next to building

Utility usage (i.e.: water, HVAC, electric gas, sewer)

☒ Yes ☐ No

If No, explain:

Maintenance, upkeep and repair of all the building structure and systems

☒ Yes ☐ No

If No, explain:

Janitorial services

☒ Yes ☐ No

If Yes, describe the services to be performed and frequency

Hallways cleaned once weekly and grounds maintained once weekly...

Trash removal

☒ Yes ☐ No

Additional services and / or charges

☐ Yes ☒ No

If Yes, please explain:

Improvements to the property

☐ Yes ☒ No

Describe the improvements and amount to be spent on improvements that are included in the rental rate of this proposal (use an extra sheet if necessary)

Historic Building

☐ Yes ☒ No

Is the building located in one of the following area?

☒ Yes ☐ No

If yes please circle the appropriate one.

1. The central business district of the town or city.
2. A traditional neighborhood commercial district.
3. An urban Enterprise zone.
4. A Brownfield.

I HAVE READ A COPY OF THE STATE'S STANDARD LEASE AND AGREE TO USE THIS DOCUMENT AS IS.

Signature

[Signature]

LEASE OF RESIDENTIAL PROPERTY
University Court Apartments
Valparaiso, Indiana 46383

This Agreement is made and entered into on _____ between
 University Court Apartments (hereinafter referred to as "Lessor") and _____
 _____ (hereinafter referred to as "Tenant")
 for rental property hereinafter described, in consideration of mutual promises, terms and
 conditions contained herein.

1. Lessor leases to Tenant, on the terms and conditions specified herein, an apartment unit identified as 360 Garfield
Unit 5, Valparaiso, Indiana 46383.
 (Hereinafter referred to as "premises").

TERM OF LEASE

2. The term of this Lease shall commence at 12:01 A.M. and shall continue thereafter until _____, 200____, unless terminated as herein provided.

RENT

Tenant agrees to pay Lessor, as rent for the above described premises, the sum of _____ dollars per month, payable in advance on the first day of _____ month beginning _____ 200____ and continuing each month thereafter for the term of this agreement. If payment is received five (5) or more days late, a twenty-five dollar (\$25.00) late charge will be added and there shall be an extra late charge commencing on the 6th day in the amount of three dollars (\$3.00) each day, until the rent is fully paid. As additional rent, Lessee shall pay to ~~Lessor the sum of~~ electric only each month representing Lessee's share of electric, water, and gas collectively metered to Lessor, which additional rental shall be paid in accordance with the payment terms set out above, only to the following address.

Check or Money Order to pay rent:

POL Development
 336 West U.S. Highway 30
 Valparaiso, Indiana 46385

SECURITY DEPOSIT

4. Tenant shall deposit with Lessor, prior to assuming occupancy of the premises, the sum of \$575 dollars. Said sum shall be a security deposit to secure Tenant's Performance of this Agreement, and to compensate Lessor for any unpaid rent, utility bills, repairs or damage to the premises, except for repairs resulting from reasonable wear and tear. The amount of the deposit, less any deductions for the purpose specified above, shall be returned to Tenant after the termination of Tenant's lease. All written communications to the Lessor with respect to this security deposit shall be directed to Lessor as started on Page 2: Section 3.

REPAIR AND MAINTENANCE

5. (a) Lessor shall at its own cost and expense, place said premises in a condition fit for occupancy, maintain said premises in good repair, except for the repairs to the premises occasioned by Tenant's failure to exercise ordinary care in the occupation thereof. Tenant shall promptly notify Lessor, in writing, of any conditions requiring repair.
- (b) Tenant acknowledges and agrees that they have examined the Premises and any equipment and personal property are in good, safe, and clean condition and repair, and that they will keep the property in the same condition as they are on the date of this agreement, excepting only reasonable wear and tear and damage by elements.
- (c) Tenant shall promptly reimburse Lessor for the cost of any repairs to the Premises caused by the Tenant's negligence, misuse, or abuse of the same, or by negligence, misuse, or abuse by Tenant's guests, licensees, or invitees.
- (d) Lessor shall, at its own cost, maintain stairs and landings.
- (e) Tenant shall not park or store any inoperable or illegally plated vehicles in any of the provided parking lots.
- (f) Each Tenant is allowed the same number of parking lots for each bedroom in his apartment. Courtesy in parking is required.
- (g) Management reserves the right to tow off the lot any cars in violation of rules 2 & 9, all at Tenant's expense.

CONDITIONS FOR VACATING THE PREMISES

If the lease is terminated according to the terms stated herein, and Tenant is not in

default, the entire security deposit shall be returned under the following terms:

- (a) All appliances are left in a clean and operational condition.
- (b) Carpeting has been professionally cleaned. A service charge will be deducted for each room that needs to be shampooed by a called service.
- (c) All keys are returned (\$40.00 service charge for failure to return keys).
- (d) Any late rent or repair charges will be deducted from the security deposit.
- (e) The Premises is left in a clean and sightly condition.

In the event that the lease is broken for any reason, the entire security deposit will be considered to be a minimum charge and/or expense resulting from the default or vacation of the premises by the Tenant.

OCCUPANCY AND THE USE OF THE PREMISES

- 6. Tenant shall use the premises only as a private residence for not more than _____ adults and _____ children and shall not use the premises for any other purpose or purposes whatsoever without prior written consent of the Lessor. No persons other than those identified on Tenant's application shall reside at the premises. Tenant shall comply with all statutes, ordinances, and regulations governing the use and occupancy of the premises, and shall not commit or permit any nuisance or waste thereto. Tenant shall not disturb other tenants, engage in any illegal or immoral activities and shall be responsible for the acts of its invitees.

QUIET ENJOYMENT

- 7. Tenant shall be entitled to the quiet enjoyment of the premises during the term of this agreement.

PETS

- 8. Tenant shall not keep or permit on the premises any dog, cat or fur bearing animal. If tenant is found to be in violation of said Agreement, they are subject to ejection from the premises.

ALTERATIONS AND IMPROVEMENTS

9. Tenants shall at no time make alterations or improvements to the premises. Tenant shall also not install TV Antenna, devices or wiring outside of the premises.

WAIVER OF DAMAGE

10. Tenant does hereby expressly release Lessor from any and all liability for loss or damage to the Tenant, or to any property of the Tenant, caused by water leakage, breaking of pipes, theft, vandalism, natural disaster, or any other cause beyond the reasonable control of the Lessor.

HOLD HARMLESS CLAUSE

11. Tenant shall indemnify and hold Lessor free and harmless from any and all claims, liability, loss, damage, or expenses including counsel fees and costs, arising by reason of death, injury, or property damage sustained by any person, including Tenant or any agent or employee of tenant, where such death, injury, or property damages caused or allegedly caused by any negligent or intentional act of Tenant or any guest, licensee, or invitee, or by Tenant's failure to perform any covenant term, condition, or act required by this Agreement.

RIGHT OF ENTRY BY LESSOR

12. LESSOR RESERVES THE RIGHT TO RE-ENTER THE PREMISES, and to authorize such re-entry by any agent or employee of the Lessor for the purpose of repair, maintenance, or inspection of the premises, or to exhibit the premises to actual or prospective purchasers or tenants.

Lessor shall have the right to enter the premises at any reasonable time to inspect, make repairs and may remove any fixtures, alterations, or additions not in conformity with this Lease or with the rules and regulations now and hereafter adopted. Lessor or its duly authorized agent may enter at any time of emergency or in the event of surrender or abandonment of the premises by the Tenant.

Furthermore, if Tenant is not present to permit re-entry into the leased premises, Lessor or their agents may enter the premises by a master key, without in any manner affecting the obligations and covenants of this Lease.

ASSIGNMENTS AND SUBLEASE

13. Tenant shall not assign this Agreement or sublet all or any portion of the premises without prior written consent of the Lessor. Any assignment or subletting of the premises without written consent of the Lessor shall be void and shall, at the option of the Lessor, terminate this Agreement.

ACTS CONSTITUTING BREACH BY TENANT

14. Any of the following acts or omissions shall constitute a material breach of this Agreement by the Tenant.
- a) Tenant's failure to pay rent or any other sum payable under this Agreement on the date it becomes due.
 - b) Tenant's non-performance or breach of any term, covenant, condition, or provision of this Agreement.
 - c) Tenant's abandonment of the said premises for a period of more than fourteen (14) days without prior written consent of Lessor.
 - d) An adjudication that the Tenant is bankrupt, or appointment of a receiver to take possession of all or substantially all of the Tenant's property.
 - e) The supplying of incorrect or misleading information by Tenant in connection with the application for rental of this property.
 - f) A sublease or assignment by the Tenant in violation of paragraph 13 of this Agreement.

LESSOR'S REMEDIES FOR BREACH OF LEASE

15. In the event that the Tenant commits a material breach of this Agreement, as defined in Paragraph 14 hereof, Lessor may, in addition to any other legal or equitable remedies that may be available to the Lessor:

- a) Continue this agreement by not terminating Tenant's right to possession for the premises, and continue to enforce all of the Lessor's rights and remedies under the terms hereof, including right to recover the rent specified therein as it becomes due; or
- b) Terminate this Agreement and Tenant's right to possession of the premises in the manner provided below, and commence action against the Tenant to recover possession of the premises and for such damages as may be available by law.

ATTORNEY'S FEES

16. Lessor shall be entitled to recover costs and reasonable attorney's fees in any action or proceeding to secure any rights under this Agreement or enforce any remedies available hereunder or at law.

HOLDOVER ON TERMINATION

17. Tenant shall have no right to continue in possession of the premises upon expiration of the term of this Agreement, and shall promptly vacate the premises upon expiration of such term; provided, however, that the parties hereto may, prior to or upon expiration of this Agreement, enter into a written Agreement for the Tenants' continued possession and occupancy of the premises on such terms and conditions as are mutually acceptable. In the event Lessor accepts rent after the expiration of the Lease, this Agreement shall be considered a month-to-month tenancy.

A forwarding address must be mailed to Lessor.

SUBORDINATION OF LEASE

18. This Agreement and the Tenant's interest in the premises are and shall be subject, subordinate, and inferior to any lien or encumbrances now existing or hereafter placed on the demised premises by the Lessor, to all advances made under any such lien or encumbrance, and to any and all renewals and extensions of such liens or encumbrances.

WAIVER OF BREACH

19. The waiver of breach of any breach of any provision of the Agreement shall not constitute a continuing waiver of any subsequent breach of the same hereof.

INDIVIDUAL RESPONSIBILITY FOR MULTIPLE OCCUPANCY

20. This Agreement constitutes an understanding that all persons entering this Agreement individually and jointly shall share liability for any and all terms, conditions and covenants entered into and their signature makes this Agreement fully and legally binding with all parties involved.

MODIFICATION

21. This Agreement may only be modified with the written consent of all parties involved.

MISCELLANEOUS TERMS

22. Tenant shall pay the expense of replacing all broken glass, lost or broken keys, and maintain the premises in such condition, order and repair at the commencement of the term. Tenant shall not attach articles of permanent character or signs containing writing or printing to any window, floor, ceiling, door or wall, without consent.

At the expiration of the Lease term, or after tenant vacates the premises, the Lessor may remove any personal property on the leased property and may store the property at the Tenant's expense and after fourteen (14) days written notice sent to the Tenant's last known address, Lessor, at its option, may dispose of same by public or private sale, or dispose of unsalable property in any manner, without any liability whatsoever.

RECEIPT OF PROPERTY

23. The Tenant acknowledges the receipt of the following items on the leased premises: 1) Full size range and oven 2) exhaust hood and 3) refrigerator.

Tenant agrees to maintain the above mentioned, in good condition, care for, clean and maintain the carpeting and agrees to pay for all damages outside normal wear and tear.

RULES AND REGULATIONS

24. Use of premises will be governed by rules set forth by the Lessor:
- a) Tenant shall not store any vehicle of any sort that is not construed by the Lessor to be a passenger vehicle (this includes boats, trailers, trucks and etc..).
- b) Cats, dogs, or any fur bearing animals are not allowed on the demised premises for any reason whatsoever.
- c) No radio, TV, or wiring connection shall be installed or maintained by the Tenant outside of the premises.
- d) Replacement light bulbs are furnished by the Tenant.
- e) Lessor shall provide a dumpster; it will be the Tenant's responsibility to provide any other containers for garbage and rubbish.
- f) Tenants shall not in any way alter the door or locks on the door.
- g) The Tenant will be charged for any service call that is due to Tenant negligence, or the acts of Tenant's guests or invitees.

POL Development d/h/a University
Court Apartments

POL Development

X
Tenant's ~~SSN~~ Name

X
Tenant's SS#

Tenant's ~~DOB~~ SS#

Tenant's DOB

Emergency Names and Numbers:

ADDENDUM

This Addendum is entered into by and between the Office of the Indiana Attorney General ("the State") and the entity designated as "Landlord", below.

The purpose of this Addendum is to modify, delete, or amend certain terms and conditions set forth in the attached Form Lease prepared by Landlord (the "Form Lease"). This Addendum and the Form Lease are incorporated into each other and, when read together, shall constitute one integrated document. Any inconsistency, conflict, or ambiguity between this Addendum and the Form Lease shall be resolved by giving precedence and effect to this Addendum.

Landlord Name: University Court Apartments

Landlord Address: 360 Garfield
Valparaiso, IN 46383

Title of Form Lease: Lease of Residential Property
(University Court Apartments, Valparaiso, IN 46383)

Attached Form Lease consists of eight (8) pages without terms on both sides.

Lease term begins on March 16, 2007 and ends March 15, 2008.

Monthly payments shall be made in accordance with Exhibit A, attached hereto and incorporated herein. Total consideration for term of the Lease is eight thousand four hundred seventy-five dollars (\$ 8,475.00).

By mutual agreement of the parties, the following terms and conditions are deleted from the Form Lease:

- A. Any provision requiring the State of Indiana to provide insurance
- B. Any provision requiring the State of Indiana to provide indemnity
- C. Any provision providing that the Lease be construed in accordance with laws other than those of the State of Indiana
- D. Any provision providing that suit be brought in any state other than Indiana
- E. Any provision providing for resolution of Lease disputes
- F. Any provision requiring the State of Indiana to pay any taxes
- G. Any provision requiring the State of Indiana to pay penalties, liquidated damages, interest or attorney's fees
- H. Any provision modifying the statute of limitations provided by Indiana statute.
- I. Any provision relating to the time within which a claim must be made or suit brought.
- J. Any provision requiring payment of consideration in advance unless authorized by an exception listed in IC 4-13-2-20
- K. Any provision limiting disclosure of the Lease in violation of the Access to Public Records Act, IC 5-14-3-3.5
- L. Any provision giving the Form Lease precedence over this Addendum

The following terms and conditions are incorporated into and made a part of the Form Lease:

1. Authority to Bind Landlord. The signatory for the Landlord represents that he/she has been duly authorized to execute this Lease on behalf of the Landlord and has obtained all necessary or applicable approvals to make this Lease fully binding upon the Landlord when his/her signature is affixed, and certifies that this Lease is not subject to further acceptance by Landlord when accepted by the State of Indiana.

2. Compliance with Laws.

A. The Landlord shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this Lease shall be reviewed by the State and the Landlord to determine whether the provisions of this Lease require formal modification.

B. The Landlord and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Landlord is not familiar with these ethical requirements, the Landlord should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If the Landlord or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Lease immediately upon notice to the Landlord. In addition, the Landlord may be subject to penalties under Indiana Code § 4-2-6-12.

C. The Landlord certifies by entering into this Lease, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the Landlord agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the Landlord. Additionally, further work or payments may be withheld, delayed, or denied and/or this Lease suspended until the Landlord is current in its payments and has submitted proof of such payment to the State.

D. The Landlord warrants that it has no current or pending or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the State of any such actions. During the term of such actions, Landlord agrees that the State may delay, withhold, or deny work under any Supplement or Contractual device issued pursuant to this Lease and any supplements or amendments.

E. If a valid dispute exists as to the Landlord's liability or guilt in any action initiated by the State of Indiana or its agencies, and the State decides to delay, withhold, or deny work to the Landlord, the Landlord may request that it be allowed to continue, or receive work, without delay. The Landlord must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.

F. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

G. The Landlord warrants that the Landlord and its subLandlords, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed is a material breach of this Lease and grounds for immediate termination of the Agreement and denial of further work with the State.

H. The Landlord hereby affirms that it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

I. Landlord agrees that the State may confirm, at any time, that no liabilities exist to the State of Indiana, and, if such liabilities are discovered, that State may bar Landlord from leasing with the State in the future, cancel existing Leases, withhold payments to setoff such obligations, and withhold further payments or purchases until the Landlord is current in its payments on its liability to the State and has submitted proof of such payment to the State.

J. As required by IC 5-22-3-7:

(1) the Landlord and any principals of the Landlord certify that (A) the Landlord, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Landlord will not violate the terms of IC 24-4.7 for the duration of the Lease, even if IC 24-4.7 is preempted by federal law.

(2) The Landlord and any principals of the Landlord certify that an affiliate or principal of the Landlord and any agent acting on behalf of the Landlord or on behalf of an affiliate or principal of the Landlord: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Lease, even if IC 24-4.7 is preempted by federal law.

3. Conflict of Interest.

A. As used in this section:

“Immediate family” means the spouse and the unemancipated children of an individual.

“Interested party,” means:

The individual executing this Lease;

An individual who has an interest of three percent (3%) or more of Landlord, if Landlord is not an individual; or

Any member of the immediate family of an individual specified under subdivision 1 or 2.

“Department” means the Indiana Department of Administration.

“Commission” means the State Ethics Commission.

B. The Department may cancel this Lease without recourse by Landlord if any interested party is an employee of the State of Indiana.

C. The Department will not exercise its right of cancellation under section B, above, if the Landlord gives the Department an opinion by the Commission indicating that the existence of

this Lease and the employment by the State of Indiana of the interested party does not violate any statute or rule relating to ethical conduct of State employees. The Department may take action, including cancellation of this Lease, consistent with an opinion of the Commission obtained under this section.

D. Landlord has an affirmative obligation under this Lease to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Landlord knows or reasonably could know.

4. Debarment and Suspension.

A. The Landlord certifies that neither it nor its principals nor any of its subLandlords are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Lease by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Lease means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Landlord.

B. The Landlord also further certifies that it has verified the suspension and debarment status for all sub-Landlords receiving funds under this Lease and shall be solely is solely responsible for any recoupments, paybacks and or penalties that might arise from non-compliance. Landlord shall immediately notify the State if any sub-Landlord becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its Contractual relationship with the sub-Landlord for work to be performed under this Lease.

5. Default by State. If the State, sixty (60) days after receipt of written notice, fails to correct or cure any breach of this Lease, then the Landlord may cancel and terminate this Lease and institute the appropriate measures to collect all monies due up to and including the date of termination.

6. Disputes.

A. Should any disputes arise with respect to this Lease, the Landlord and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Landlord agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Lease that are not affected by the dispute. Should the Landlord fail to continue to perform its responsibilities regarding all non-disputed work without delay, any additional costs incurred by the State or the Landlord as a result of such failure to proceed shall be borne by the Landlord, and the Landlord shall make no claim against the State for such costs. If the State and the Landlord cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:

(1) The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Landlord and the State within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a

written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.

(2) The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Landlord of one or more invoices not in dispute in accordance with the terms of this Lease will not be cause for Landlord to terminate this Lease, and the Landlord may bring suit to collect these amounts without following the disputes procedure contained herein.

7. Drug-Free Workplace Certification. The Landlord hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Landlord will give written notice to the State within ten (10) days after receiving actual notice that the Landlord or an employee of the Landlord has been convicted of a criminal drug violation occurring in the Landlord's workplace.

False certification or violation of this certification may result in sanctions including, but not limited to, suspension of Lease payments, termination of this Lease and/or debarment of Leasing opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total Lease amount set forth in this Lease is in excess of \$25,000.00, Landlord hereby further agrees that this Lease is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all Leases and grants from the State of Indiana in excess of \$25,000.00. No award of a Lease shall be made, and no Lease, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Landlord and made a part of the Lease or agreement as part of the Lease documents.

The Landlord certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Landlord's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Landlord's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement;

and (2) notify the Landlord of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

8. Funding Cancellation. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Lease, this Lease shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

9. Governing Laws. This Lease shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

10. Licensing Standards. The Landlord and its employees and subLandlords shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Landlord pursuant to this Lease. The State shall not be required to pay the Landlord for any services performed when the Landlord or its employees or subLandlords are not in compliance with such applicable standards, laws, rules or regulations or if licensure, certification or accreditation expires or is revoked, or if disciplinary action is taken against the applicable licensure, certification, or accreditation, the Landlord.

11. Nondiscrimination. Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, the Landlord and its subLandlords shall not discriminate against any employee or applicant for employment in the performance of this Lease. The Landlord shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Lease. The Landlord's execution of this Lease also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

12. Order of Precedence. Any inconsistency or ambiguity between this Addendum and the Lease shall be resolved by giving precedence to this Addendum.

13. Payments.

A. The Landlord shall submit a monthly invoice (in arrears) on Landlord's letterhead, directly to the Tenant agency. The invoice must contain an invoice number, purchase order number (which will be provided to Landlord by the Auditor of State upon final execution), description of the service(s) for which the Tenant is being billed (rent, additional rent, utilities, leasehold improvements, etc.) remittance address, and the amount due. No invoice shall be paid for any month before the first day of the month following the month for which leased space was provided. Landlord must submit final claims for payment of rent within sixty (60) calendar days after the expiration date of this lease or the State of Indiana may elect to deny payment.

B. If the term of this Lease does not begin on the first day of a calendar month, or if this Lease does not terminate or is not terminated on the last day of a calendar month, then the rent for any period less than a calendar month will be prorated based upon the number of days in the partial month for which the lease is effective.

C. Late payments, if any, shall be determined and made in accordance with IC 5-17-5-1.

D. All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Landlord in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Lease except as permitted by IC 4-13-2-20.

14. Penalties/Interest/Attorney's Fees. The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as permitted required by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

15. Taxes. The State is exempt from state, federal, and local taxes. The State will not be responsible for any taxes levied on the Landlord as a result of this Lease.

NON-COLLUSION AND ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that he/she is the Landlord, or that he/she is the properly authorized representative, agent, member or officer of the Landlord, that he/she has not, nor has any other member, employee, representative, agent or officer of the Landlord, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Lease other than that which appears upon the face of this Lease.

In Witness Whereof, Landlord and the State of Indiana have, through their duly authorized representatives, entered into this Lease and Addendum. The parties, having read and understand the foregoing terms, do by their respective signatures dated below hereby agree to the terms thereof.

Landlord:

(Where Applicable)

By: M. F. Sommer

Attested By: _____

Printed Name: N.F. Sommer

Title: Owner / Landlord

Date: 3/16/07

Office of the Indiana Attorney General:

By: Brent C. Embrey

Printed Name: Brent C. Embrey

Title: Chief Counsel

Date: 3-15-07

Department of Administration

For

Carrie Henderson, Commissioner

Date: 3-17-07

State Budget Agency

Charles E. Schalliol, Director

Date: 3-26-07

APPROVED as to Form and Legality:

Office of the Attorney General

Stephen Carter FOR
Stephen Carter, Attorney General

Date: MARCH 27, 2007

EXHIBIT A

	Rent	Deposit	Furnishing	Total Monthly Consideration
<u>Month 1</u>	\$ 575.00	\$ 575.00	\$ 1,000.00	<u>\$ 2,150.00</u>
<u>Month 2</u>	\$ 575.00			<u>\$ 575.00</u>
<u>Month 3</u>	\$ 575.00			<u>\$ 575.00</u>
<u>Month 4</u>	\$ 575.00			<u>\$ 575.00</u>
<u>Month 5</u>	\$ 575.00			<u>\$ 575.00</u>
<u>Month 6</u>	\$ 575.00			<u>\$ 575.00</u>
<u>Month 7</u>	\$ 575.00			<u>\$ 575.00</u>
<u>Month 8</u>	\$ 575.00			<u>\$ 575.00</u>
<u>Month 9</u>	\$ 575.00			<u>\$ 575.00</u>
<u>Month 10</u>	\$ 575.00			<u>\$ 575.00</u>
<u>Month 11</u>	\$ 575.00			<u>\$ 575.00</u>
<u>Month 12</u>	\$ 575.00			<u>\$ 575.00</u>
Total Consideration				<u>\$ 8,475.00</u>

PORTER COUNTY, INDIANA**Property Assessment Detail Report**

Parcel Number: 64-09-24-462-002.000-004

GENERAL PARCEL INFORMATION

Parcel Number:	64-09-24-462-002.000-004	<u>Owner's Name / Address</u>	SOMMER NICKOLAS F & JEANNE L/H&W
Alt Parcel Number:	01-000495337		
Property Address:	356 GARFIELD AVE IN		418 WESSEX RD CROWN POINT IN 46307
Neighborhood:	0161 1.16	<u>Legal Description</u>	WOODHULLS ADD LOT 2 BLK 35 & LOT 2 BLK 36 & VAC ALLEY DR457 P99
Property Class:	401 4 to 19 Family Apartments		

Taxing District

Township: CENTER TOWNSHIP
District: VALPARAISO (CENTER)

Corporation: VALPARAISO COMMUNITY SCHOOL
CORPORATION

Site Description

Public Utilities Water: N Sewer: N Gas: N Electricity: N All: N

Valuation Record

Assessment Year:	2002	Homestead Allocations	
Reason for change:	GENERAL REVALUATION	<u>Residential</u>	<u>Non-Residential</u>
Land:	37,100	0	37,100
Improvements:	355,800	0	355,800
Total Valuation:	392,900	0	392,900

TRANSFER OF OWNERSHIP

<u>Date</u>	<u>Name</u>
08/27/2003	SOMMER NICKOLAS F & JEANNE L/H&W
04/18/1995	CURLEY, JOHN B & JANET S/H&W

All transfer of ownership information should be verified with the Auditor's office.

LAND DESCRIPTION

Total Acreage: 0.4859

<u>Land Type</u>	<u>Dimensions</u>	<u>Acreage</u>
F	83x255	0.4859

SUMMARY OF IMPROVEMENTS

<u>Buildings</u>	<u>Grade</u>	<u>Year of Constr.</u>	<u>Effective Year</u>	<u>Condition</u>	<u>Size / Area</u>
PAVING, ASPHALT	C	1985	1985	Average	9000
C/I BUILDING	C	1985	1985	Fair	15264

VALUATION RECORD

<u>Assessment Year</u>	<u>Reason for Change</u>	<u>Land Value</u>	<u>Improvement Value</u>	<u>Total Valuation</u>
2002	GENERAL REVALUATION	37,100	355,800	392,900

*** Note: All assessed values for the year 2002 and future years have been calculated under the new Real Property Assessment Guidelines. All assessed values prior to 2002 were calculated under the old Real Property Assessment Manual in addition to some of the assessed values being reported as 33 1/3% of the True Tax Value.

RESIDENTIAL DWELLING INFORMATION

No Residential Dwellings found for this parcel number.

COMMERCIAL AND INDUSTRIAL BUILDINGS: C/I BUILDING

<u>WALL TYPE</u>	<u>Sub Basements</u>	<u>Basements</u>	<u>1st Floor</u>	<u>Upper Floors</u>	<u>OTHER PLUMBING</u>	
0	-	-	-	0	Gang Sinks	0
1	-	0	0	0	Wash Fountains	0
2	0	0	392	784	Drinking Fountains	0
3	-	-	0	-	Water Cooler Refrigerated	0
4	-	-	-	0	Water Cooler Hot/Cold	0
<u>PLUMBING</u>	<u>Res #</u>	<u>Res Fixtures</u>	<u>Comm #</u>	<u>Comm Fixtures</u>	Shower Units	0
Full Baths	0	0	0	0	Multi Stall Showers	0
Half Baths	0	0	0	0	Emergency Eye Wash Fountains	0
Hot Water Heaters	0	0	0	0	Emergency Showers	0
					Shower Heads	0



PROPOSAL FOR LEASING SPACE

State Form 203 (R3 / 8-01)

Please print or type all information.
May use attachments if necessary.

Type of space:

- ☐ Office
☐ Warehouse
☐ Other _____

SECTION 1 - INFORMATION ON THE PROPOSED LANDLORD

Name of proposed landlord

Nicholas F. Sommer

Address (number and street, city, state, ZIP code)

336 W. U.S. Hwy. 30, Suite A, Valparaiso, IN 46385

Name of contact person

Same as above

Telephone number

219-462-2090 x213

SECTION 2 - INFORMATION ABOUT PROPOSED PROPERTY

Address of proposed property (number and street, city, county, state, ZIP code)

360 S. Garfield Ave, Valparaiso, IN

Is the property a multi tenant or single tenant building?

Multi tenant

Is the property ADA compliant?

Yes

What type of construction is the building?

Brick

Age of the building

40 years

Total rentable square feet within the building

218,000 sq. ft.

Square feet available for lease

850 sq. ft.

SECTION 3 - PROPOSAL

Amount of square feet proposed to lease

850 sq. ft.

Proposed commencement date

2/14/07

Cost per square foot

3.89 - 0

Cost per square foot includes:

Parking

☒ Yes ☐ No

If Yes, how many and where located

1-2 spaces next to building

Utility usage (i.e.: water, HVAC, electric gas, sewer)

☒ Yes ☐ No

If No, explain:

Maintenance, upkeep and repair of all the building structure and systems

☒ Yes ☐ No

If No, explain:

Janitorial services

☒ Yes ☐ No

If Yes, describe the services to be performed and frequency

Hallways cleaned once weekly and grounds maintained once weekly

Trash removal

☒ Yes ☐ No

Additional services and / or charges

☐ Yes ☒ No

If Yes, please explain:

Improvements to the property

☐ Yes ☒ No

Describe the improvements and amount to be spent on improvements that are included in the rental rate of this proposal (use an extra sheet if necessary)

Historic Building

☐ Yes ☒ No

Is the building located in one of the following area?

☒ Yes ☐ No

If yes please circle the appropriate one.

1. The central business district of the town or city.

2. A traditional neighborhood commercial district.

3. An urban Enterprise zone.

4. A Brownfield.

I HAVE READ A COPY OF THE STATE'S STANDARD LEASE AND AGREE TO USE THIS DOCUMENT AS IS.

Signature